



First Vermont Bank

And Trust Company

RECORDATION NO. 14311 Filed 1425

APR 19 1984 - 10 25 AM

4-110A037 INTERSTATE COMMERCE COMMISSION

APR 19 1984

\$0.00

April 13, 1984

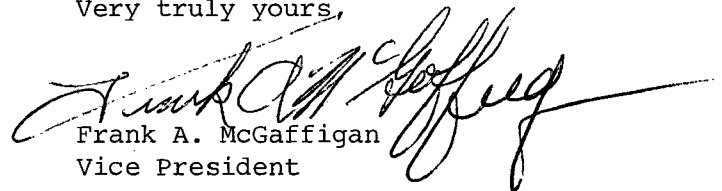
Office of the Secretary of
the Interstate Commerce Commission
Washington, D. C. 20423
ICC Washington, D. C.

RE: Cheshire Railway Corporation
North Walpole, N. H.

Gentlemen:

Please find enclosed a chattel mortgage and a copy of the financing statements of Cheshire Railway Corporation, North Walpole, N. H. to the First Vermont Bank and Trust Company, Bellows Falls, Vermont. Please record the chattel mortgage and papers and send an acknowledgement to my attention. We are enclosing a check for \$50 to cover the fee for these services. If this is not correct, would you please send us a bill and we will forward the amount by return mail.

Very truly yours,


Frank A. McGaffigan
Vice President

FAM/jp

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

4/24/84

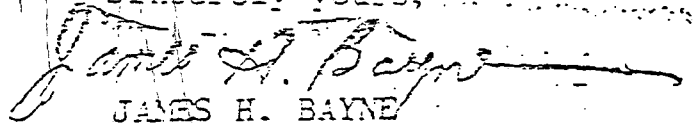
OFFICE OF THE SECRETARY

Frank A. McGaffigan, VP
First Vermont Bank & Trust Co.
2 Church St. P.O.Box 689
Bellows Falls, Vermont 05101

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **4/19/84** at **10:25am** and assigned re-recording number(s). **14311**

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

SE-30
(7/79)

Security Agreement
(Chattel Mortgage)

This Agreement, made the 16th day of March 1984 under the laws of the state of Vermont
Between Cheshire Railway Corp.

herein called the Debtor

whose business address is (if none, write "none") 1 Main St.
N. Walpole, N.H. 03609

and whose residence address is

and FIRST VERMONT BANK AND TRUST COMPANY

herein called the Secured Party

whose address is 2 Church St. P.O. Box 689
Bellows Falls, Vt. 05101

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Witnesseth:

INTERSTATE COMMERCE COMMISSION

To secure the payment of an indebtedness in the amount of \$43,000.00 with interest, payable as follows:
\$1,000.00 including interest payable on the 16th day of each month beginning
April 16, 1984 for 59 installments and a final installment of balance plus
interest. The full balance shall be paid within five years from the date of
this note.

as evidenced by a note or notes of even date herewith, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising including all future advances or loans which may be made at the option of the Secured Party, (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party,

(a) the property described in the schedule herein (hereinafter called the collateral), which collateral the Debtor represents will be used primarily

- ☐ for personal, family or household purposes
☐ in farming operations
☒ in business or other use

(b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination

(c) all proceeds thereof, if any,

(d) all increases, substitutions, replacements, additions and accessions thereto.

1. DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

PAYMENT	1a To pay and perform all of the obligations secured by this agreement according to their terms.
DEFEND TITLE	1b To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of all and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.
ASSURANCE OF TITLE	1c On demand of the secured party to do the following; furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith.
POSSESSION	1d To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, lease, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.
LOCATION	1e To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party.
LIENS	1f To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.
TAXES	1g To pay, when due, all taxes, assessments and license fees relating to the collateral.
REPAIRS	1h To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, wear or allow to deteriorate except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times.
INSURANCE	1i To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts as with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the Secured Party and to insurers of loss damage to the collateral and shall promptly file proofs of loss with insurers. Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and cancelling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness.

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

In Witness Whereof, the Parties have respectively signed and sealed these presents the day and year first above written.

FIRST VERMONT BANK & TRUST CO.

CHESHIRE RAILWAY CORP.

BY

AS Pres

Frank A. McGaffigan, Vice Pres.

SCHEDULE

Describe items of collateral, the address where each item will be located and describe any prior liens, etc., and the amounts due thereon. If items are crops or goods affixed or to be affixed to real estate describe the real estate and state the name and address of owner of record thereof.

Items

Location, etc.

Railroad Locomotive-

EMD GP-9 Serial # 20310

N. Walpole, N.H.

State of Vermont

County of Windham

At Bellows Falls, Vermont on this the 19th day of April, 1984, I certify that this is a true copy of the original document.

Notary Public

My Commission Expires 2/10/87

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

aturity a.e. any:

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Cheshire Railway Corp.
1 Main St
N. Walpole, N.H. 03609

FIRST VERMONT BANK AND TRUST COMPANY
2 Church St. P.O. Box 689
Bellows Falls, Vt. 05001

Filed Mar. 23, 1984 10:00 a.m.
File # 135-18
Walpole, New Hampshire
Town Clerk's office

4 This financing statement covers the following types (or items) of property:

Railroad Locomotive EMD GP-9 Serial #20310

ASSIGNEE OF SECURED PARTY

Check ☒ if covered: ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented.

Filed with: Town Clerk, N. Walpole, N.H. N.H. Secretary of State

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date 19

By: (Signature of Secured Party or Assignee of Record, Not Valid Until Signed.)

FILING OFFICER COPY — ACKNOWLEDGMENT

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

BARRETT BUSINESS FORMS CO., HARTLAND, VERMONT 05048

PLD-185A

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Cheshire Railway Corp.
1 Main St
N. Walpole, N.H. 03609

FIRST VERMONT BANK AND TRUST COMPANY
2 Church St. P.O. Box 689
Bellows Falls, Vt. 05101

APR 7 3 33 PM '84

4 This financing statement covers the following types (or items) of property:

Railroad Locomotive EMD GP-9 Serial # 20310

166476

ASSIGNEE OF SECURED PARTY

32384
314500
8

Check ☒ if covered: ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented.

Filed with: Town Clerk N. Walpole, N.H. N.H. Secretary of State

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

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PLD-185A